



Montana Public Employee Retirement Administration
PO Box 200131 • Helena MT 59620-0131
(406) 444-3154 • Toll Free (877) 275-7372
<http://mpera.mt.gov>

SALARY DEFERRAL AGREEMENT 2013

STATE OF MONTANA 457 DEFERRED COMPENSATION PLAN - 98469-01

Employee Last Name	First Name, MI	Social Security Number *
Department or Employer / Division /	* Employee ID # for State Employees	Date of Birth / /
Indicate One: <input type="checkbox"/> Start Payroll Deductions <input type="checkbox"/> Restart Payroll Deductions <input type="checkbox"/> One Time Deferral <input type="checkbox"/> Stop Payroll Deductions <input type="checkbox"/> Change Payroll Deductions		
Deferral Amount Per Pay Period (choose \$ or % amounts)		
Current Pre-Tax	\$	%
New Pre-Tax	\$	%
Current ROTH	\$	%
New ROTH	\$	%
No. of Deferrals and Pay Cycles per Year (circle one) 12 24	Payroll Effective Date / /	Total Annual Deferral Amount \$

Deferral Type:

☐ **Regular Deferral** - I understand the total annual pre-tax contributions and Designated Roth Contributions cannot exceed \$17,500 of my eligible compensation in the 2013 tax year.

Catch-Up Provisions Only one type of §457 Catch-Up may be used in a calendar year. If I am eligible for both types of Catch-Up this year, I may select either the Age 50 §457 Catch-Up or the Special §457 Catch-Up, whichever would result in the larger Catch-Up amount for this calendar year.

☐ **Age 50 Catch-up** - I understand that I must be age 50 or older by the end of this calendar year and I cannot use the Special §457 Catch-Up (see below) this year. I understand the total annual pre-tax Age 50 Catch-Up amount cannot exceed \$5,500.00 of my eligible compensation in the 2013 tax year. When added to the regular deferral amount, my annual maximum contributions cannot exceed the 2013 limit of \$23,000.

☐ **Special Catch-up** - I understand that I may only use the Special §457 Catch-up in one or more of the three calendar years that END PRIOR TO Normal Retirement Age (NRA). I understand the total pre-tax Special §457 Catch-up amount cannot exceed \$17,500 of my eligible compensation in the 2013 tax year. When added to the regular deferral amount, my annual maximum contributions will not exceed the 2013 limit of \$35,000. I have designated my NRA year below. I also understand that I must have "underutilized amounts" by not contributing that maximum amount available to me under this Plan in any prior calendar years in which I was eligible to participate. I have communicated with a Great-West Retirement Services representative to verify this amount as indicated below.

NRA Year _____ Underutilized Amount \$ _____

I understand it is my responsibility to monitor my paycheck each payday to ensure that my deferred compensation deductions are made for the correct amounts. If I detect an error, I agree to notify GWRS at 1-800-981-2786 or (406) 449-2408 immediately. I understand errors will be corrected only for the current payday and future deductions and retroactive corrections for errors on any previous paydays will not be made. I also understand neither my employer nor GWRS are responsible for administrative errors that result in an error in any amount deducted.

I hereby authorize and direct my employer to deduct the amount indicated above from my gross salary as indicated above. If utilizing the catch-up deferral provision, I certify I am within three years of normal retirement age and acknowledge the catch-up amount is **in addition** to any regular deferrals. **I have reviewed, understand, and agree to the provisions as stated above and on the reverse side of this Agreement.**

Participant Signature

Day Time Phone #

Date

Great-West Retirement Services Authorized Signature

RETURN THIS FORM TO:

Date

Great-West Retirement Services
208 NORTH MONTANA, Suite 103 C HELENA, MT 59601
449-2408 OR 1-800-981-2786 (406) 449-3306 (FAX)

Salary Deferral Agreement
457 Plan Provisions

Whereas the State of Montana ("Employer") has established a deferred compensation plan ("the Plan") pursuant to Internal Revenue Code Section 457; and

Whereas I, the employee, have elected to participate in the Plan by deferring a portion of my salary into the Plan, it is hereby agreed as follows:

I request and direct that my salary be reduced as of the effective date designated on the front of this form (this date cannot precede the date this agreement is signed), and that the Employer, its proper officers, agents and employees contribute these deferrals into the Plan.

I agree and understand that increasing, decreasing or stopping the amount deferred per pay period requires that a new Agreement be made.

I recognize it is my responsibility to notify my payroll center if I either terminate my employment with the State or transfer to another State agency. I recognize that my deferrals may be stopped if I transfer to another agency without notifying the appropriate payroll center or the Personnel division of the Department of Administration.

I agree and understand that all amounts deferred, all property purchased with those amounts, and the income on the amounts or property shall be maintained for the exclusive benefit of eligible employees and their beneficiaries.

I understand that §457 of the Internal Revenue Code limits the amount which may be deferred each year. It is my responsibility to monitor the amount I contribute per pay period to ensure that my total annual contributions to the Plan do not exceed the amount permitted under the Internal Revenue Code as amended from time to time. I may need to decrease the amount I contribute to the Plan by making a new Agreement, to avoid contributing excess amounts.

I understand that this Agreement is irrevocable as to salary earned while the Agreement is in effect. However, I may terminate the Agreement at any time with respect to amounts not yet earned by submitting written notice to the Employer. I understand that the Employer will reduce my salary pursuant to the terms of this Agreement only to the extent that the amount of my gross salary for any pay period exceeds the amount I have elected to defer in any pay period.

In consideration of the Employer's compliance with the terms of this Agreement, I agree to hold Employer, its members, officers, agents, employees, successors and assigns harmless from and against any and all liability whatsoever arising out of or in connection with this Agreement, including but not limited to any costs or tax penalties that I may incur as a result of or in connection with the authorization and direction given by me in this Agreement.

Nothing in this form is to be considered investment or tax advice from the State of Montana.